

## **EXHIBIT A**

**CPA GLOBAL<sup>®</sup>**

## **Renewal Services Agreement**

### **Patents and Designs Quarterly Automatic Payment Service**

Issue Date: April 24, 2018

#### **Brainchild Surgical Devices LLC**

1258 East 22nd Street  
Brooklyn, NY 11210

#### **CPA Global Limited Company Number 93743**

Liberation House  
Castle Street  
Jersey JE1 1BL  
Channel Islands

## **TABLE OF CONTENTS**

OPERATING PROCEDURES .....	3
1. SERVICE DESCRIPTION .....	3
2. DATA EXCHANGE.....	3
3. ON-GOING COMMUNICATION AND DATA MANAGEMENT .....	3
4. SERVICE CHARGE.....	4
5. CREDIT PERIOD .....	4
6. CURRENCY FOR INVOICE AND PAYMENT .....	4
7. CPA START PAY DATE .....	4
8. WORKFLOW DIAGRAM .....	5
9. KEY DATES .....	6
TERMS AND CONDITIONS OF SUPPLY OF CPA GLOBAL LIMITED .....	7
1. APPLICATION .....	7
2. FORMATION OF CONTRACT .....	7
3. INSTRUCTIONS .....	7
4. AGENTS AND OTHER SUB-CONTRACTORS .....	7
5. CHARGES .....	7
6. PAYMENT .....	9
7. CONFIDENTIALITY .....	9
8. RECORDS .....	9
9. TERMINATION.....	9
10. FORCE MAJEURE .....	10
11. ASSIGNMENT .....	10
12. GOVERNING LAW .....	10
13. NOTICE AND COMMUNICATIONS .....	10

## **OPERATING PROCEDURES**

### **1. SERVICE DESCRIPTION**

- 1.1 We will handle the payment of your patent and design renewal fees.
- 1.2 We will send you a consolidated quarterly renewal notice approximately three months in advance of the beginning of the renewal due period as set out in the table under the heading "Key Dates". The renewal notice will be sent by paper and/or via electronic file.
- 1.3 You will inform us of cases that should be abandoned by the last date for abandonment as set out in the table under the heading "Key Dates". Abandon instructions may be sent to us either using CPA Direct, our online service, via electronic batch transfer or via fax or mail. We will confirm an abandon instruction by sending a remove acknowledgement report. If we have not received an abandon instruction we will instruct payment of the renewal fee.
- 1.4 We will send you a quarterly invoice. The invoice will be sent approximately one month prior to the beginning of the renewal quarter. The invoice will be sent on paper and via electronic file (if required).
- 1.5 If an abandon instruction is received after the relevant invoice has been issued, we will issue a credit only if we have not already actioned the renewal.
- 1.6 We will store all official receipts for you. A copy may be requested at any time.

### **2. DATA EXCHANGE**

- 2.1 Your patent firm will provide us with an initial data set for all granted and pending cases.
- 2.2 We will analyse the data to determine data quality and send your patent firm any queries, where we identify difficulties. You will be responsible for diligently working with your patent firm to resolve all data discrepancies in a timely manner. Your patent firm will communicate the resolution of these discrepancies to us.
- 2.3 Once the discrepancies are resolved, we will load the data onto the live system and provide your patent firm with a portfolio file of all cases loaded. They will review this portfolio file and approve the contents.

### **3. ON-GOING COMMUNICATION AND DATA MANAGEMENT**

- 3.1 On a regular basis, your patent firm will send us data for new cases as well as updates to existing case data in a mutually agreed format.
- 3.2 We will update data transferred by your patent firm to us and provide your patent firm with details of the changes on paper or via standard electronic files.



3.3 Your patent firm will update their records in accordance with our instructions from time to time.

3.4 We will update your data on our system based on data received from third parties and send your patent firm paper input reports. Your patent firm will check the contents of the reports and update your data accordingly.

3.5 In the event your patent firm ceases to be responsible for any obligations under this clause 3, it shall be incumbent on you to notify us and fulfil their obligations yourself in the interim until we mutually agree on how data reporting will be handled in the future.

4. **SERVICE CHARGE**

4.1 We will charge you USD **200** for each renewal (the "**Service Charge**"). We will give you not less than 6 months' notice of any increase in our Service Charge. Additional charges are described in Section 5 of the Terms and Conditions of Supply attached hereto.

5. **CREDIT PERIOD**

5.1 Your Credit Period is 30 days from the date that our invoice is issued.

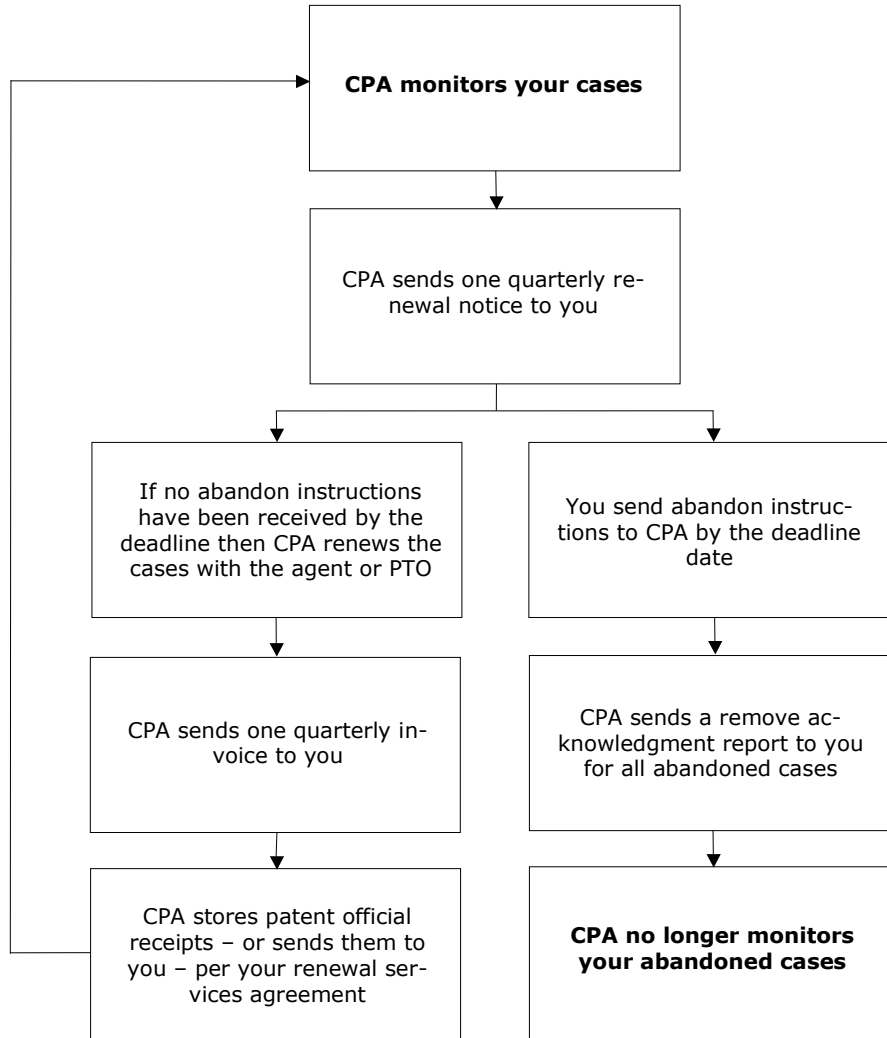
6. **CURRENCY FOR INVOICE AND PAYMENT**

6.1 The Currency for invoice and payment will be US Dollars.

7. **CPA START PAY DATE**

7.1 We will begin making payments pursuant to the terms of this agreement beginning with renewals due on or after **July 1, 2018**, provided you have signed and returned this agreement to us within 30 days of the issue date we have specified on the first page of this agreement. If you fail to return a signed agreement to us by such date, we reserve the right to delay the date in which we initiate your automatic service under the terms of this Agreement. There will be no interruption in your service during the transition from your current instruct account to your automatic account.

8. **WORKFLOW DIAGRAM**



9. **KEY DATES**

Patent and design renewals due		Renewal notice date <sup>1</sup>	Last date for abandonment <sup>2</sup>	CPA invoice date
Quarter 1	January February March	September	20 November	28 November
Quarter 2	April May June	December	20 February	28 February
Quarter 3	July August September	March	20 May	28 May
Quarter 4	October November December	June	20 August	28 August

1. We will send you only one renewal notice approximately 3 months prior to the due period.
2. This is the last date on which we can accept your abandon instruction. If abandon instructions are received after this date we may not be able to refund any cost of renewal.

**TERMS AND CONDITIONS OF SUPPLY OF CPA GLOBAL LIMITED****1. APPLICATION**

1.1 These conditions shall govern and be incorporated into every contract made by CPA Global Limited ("**us**", "**we**" and cognate terms) or on our behalf with clients ("**you**") for the provision of intellectual property related professional services ("**Services**") and shall subject to condition 1.2 below prevail over any terms or conditions contained or referred to in any documents submitted by you or previously submitted by us or in correspondence or elsewhere.

1.2 The details of the Services that we shall provide to you are set out in our operating procedures (the "**Operating Procedures**"). We may change the Services and/or Operating Procedures at any time upon written notice to you.

1.3 A variation of these conditions is valid only if it is in writing and signed by or on behalf of us.

1.4 No failure to enforce or delay in enforcing any of these conditions shall operate as a waiver of any of them and no partial or single exercise shall prevent any other or future exercise of that or any other right.

**2. FORMATION OF CONTRACT**

2.1 A contract shall arise between us on whichever is the earlier of our actual receipt of your instructions to act or a renewal notice issued by us and our acting upon your instructions.

2.2 Our acceptance of any oral instructions from you shall be effective only when such instructions have been confirmed in writing by letter or facsimile transmission. Electronic instructions will be accepted only if by the CPA Direct System to which separate conditions apply, or by an electronic interface approved by us.

**3. INSTRUCTIONS**

3.1 A condition to our acting on your behalf will be that you respond promptly, clearly and

completely to any request we may make for instructions, information, technical data, documents and payment of charges.

3.2 Without prejudice to the need for you to respond promptly, if we need your response by a specific deadline we will endeavour to say so when seeking instructions. If you miss a deadline or send us insufficiently clear or timely or incomplete instructions we shall have no liability for any loss which may arise and we shall not be under any obligation to take any steps to preserve or to protect your rights further. Nevertheless, if at our sole discretion we take any such steps, then you shall pay us for all charges, cost of work done, overheads and disbursements incurred, each of which may include premia and/or special charges to reflect urgency and disruption.

3.3 You agree that we may rely and act upon instructions from your authorised agent whose details you have supplied to us until we receive your written signed instructions to the contrary.

3.4 Subject to these conditions we will proceed on the basis that our duty to you is to do what we consider is necessary properly to protect and preserve your rights.

**4. AGENTS AND OTHER SUB-CONTRACTORS**

4.1 In order to provide the Services we may need to instruct local agents practising in the jurisdiction of each relevant registry or other independent specialist providers. The naming of any third party referral firm(s) in our correspondence is not intended to give rise to any agency relationship. Each party is intended to be a principal in its own right and the contract for the Services is between you and us only, in accordance with these conditions.

**5. CHARGES**

5.1 We shall be entitled to charge for, and you shall be obliged to pay, the Charges for the Services. In respect of the Charges payable in respect of the Services (and

without limitation to the generality of the above):

- 5.2 You acknowledge that we will charge a Service Charge for the Services calculated at the rate quoted in this Agreement. We shall be entitled to alter our Service Charge by giving you not less than six (6) months' notice of any alteration. Notwithstanding the above, we shall be entitled to increase our Charges once each twelve (12) months by no more than the greater of 5% or the consumer prices index (or equivalent) for the country in which you are domiciled.
- 5.3 You shall also pay as Charges to us an amount comprising our estimated charges, as at the time of a Renewal Notice, in respect of submissions to the relevant registries in each jurisdiction ("**Official Charge**") which vary from time to time and, where applicable, a **Country Charge**, which is set out in a tariff (which may vary from time to time), a current copy of which is available upon request. The Official Charge and/or the Country Charge may be subject to a charge for funds management in accordance with Clause 5.6.
- 5.4 You shall also pay any urgent or late charges or other amounts charged by us as a result of your non-compliance with Clause 3.2 or as a result of your instructions.
- 5.5 CPA Global shall use reasonable efforts to accommodate your requests to submit invoices via an eBilling system or through a third party provider. You shall provide us with written notification of all requirements for the requested eBilling system. Furthermore written notification will also be required for any requested subsequent changes in the requirements (including content) of your current eBilling format, or any change to your eBilling vendor. You acknowledge that given the unique nature of our Services, it may take up to six (6) weeks for the parties to complete implementation which enables us to transmit invoices via eBilling to your specifications. You agree the implementation period or any period

subsequent where the eBilling system is unavailable shall not relieve you of your payment obligations under the Agreement, including, without limitation, your obligation to receive our invoices in another agreeable form and pay the same within the Credit Period. In addition, you acknowledge use of an eBilling system shall not reduce the Charges payable to us hereunder; if your eBilling provider charges royalties or fees for our use of their system, you shall pay via an increase in the Charges, the amount of such eBilling charges.

- 5.6 The Parties shall use the Currency (defined in Clause 6.1 of the Operating Procedures) for invoice and payment. If the Official Charge, Country Charge and/or other sums of money require to be converted from one currency into the Currency, such sums or Charges shall be calculated using our CPA Global rates which include provision for funds management e.g. currency exchange/risk exposure, managing global transactions, credit risk and the financing of renewals payments.
- 5.7 We shall give you our best estimate of the total aggregate Charges in each Renewal Notice which we send you in relation to the Services (including the Service Charge, Country Charge and the Official Charge). If by the relevant deadline we have instructions to proceed with a Renewal, we shall be entitled to submit an invoice for, and you shall pay, such Charges as shown in the Renewal Notice in respect of the Services. We shall be entitled to invoice and you shall pay any additional costs that may arise or become appropriate in the light of any unexpected work, change of circumstances or further expenses being incurred by us in performing the Services. We reserve the right to charge additional urgency charges or other amounts (which may vary by jurisdiction) in respect of any Services required following any Instruction received within forty days prior to the due date. Once we have issued an invoice for Charges we shall have no obligation to refund any of

such Charges, under any circumstances, to you. In our sole and absolute discretion (and not as a matter of obligation), we may choose to refund part or all of any Charges, less any amount it considers appropriate to reflect its time, cost and expenses in dealing with such matter.

5.8 In the event that you change your instruction to a Renewal Notice from us under Clause 5.7 to add or amend Services, we shall be entitled to charge for any additional Services arising.

5.9 VAT and any other relevant tax or duty payable, if any, by you on our supply of Services shall be added to all fees.

5.10 You acknowledge that it is our policy not to pay accumulated annuities or back fees arising in certain countries at the time of grant or acceptance of an application, and it is your responsibility to arrange payment of such fees directly with your associate.

## 6. PAYMENT

6.1 Unless otherwise agreed, payment of invoices shall be made in full within 30 days from the date that our invoice is issued. Time shall be of the essence of payment. Interest will be charged on any amounts overdue at the rate of 1% per month or part thereof. We may suspend the supply of Services to you where any amounts are overdue under any contract until all such amounts have been paid.

6.2 If in our opinion your creditworthiness deteriorates before completion of performance of our Services we may require full or partial payment of all or any fees prior to performance or the provision of security by you in a form acceptable to us.

6.3 We shall be entitled to offset any amount owing to us from you against any amount owed to you by us.

## 7. CONFIDENTIALITY

7.1 Each of you and we undertake to the other that it will not during the term of this agreement or at any time thereafter use, divulge or communicate to any person, except its professional representatives or

advisers or as may be required by law or any legal or regulatory authority or pursuant to performance of its obligations under a contract made pursuant hereto, any confidential information relating to the other's business, financial or other affairs which is not in the public domain concerning the other party which may have, or may in future, come to its knowledge under the provisions hereof and each of you and we shall use reasonable endeavours to prevent the publication or disclosure of any such information. This provision shall not apply to information already known to the receiving party prior to its receipt hereunder or which subsequently comes into the public domain or its knowledge other than as a result of a breach hereof.

## 8. RECORDS

8.1 We will maintain records in connection with all matters in respect of which we provide the Services to you. Any file which we may open in connection with the Services shall be and shall remain our property at all times. When we have completed the contract for the Services in respect of any matter we may destroy any related file at any time after the expiry of one year.

8.2 If you wish to have access to any of our files after we have ceased to act for you then, provided that such file has not already been destroyed pursuant to condition 8.1 above, we shall be entitled to require you to make payment of any monies then still due from you to us and in addition to charge you a reasonable fee for the work involved in giving you such access.

## 9. TERMINATION

9.1 Unless otherwise agreed, either you or we may terminate our provision of the Services by giving to the other not less than one year's notice in writing expiring at any time.

9.2 On or at any time after the occurrence of any of the events in condition 9.3, we may suspend further performance of Services for you and/or terminate any contract with you with immediate effect by written notice to you.

9.3 The events are:

- (a) you being in breach of an obligation under a contract with us;
- (b) you passing a resolution for your winding up or a court of competent jurisdiction making an order for your winding up or dissolution;
- (c) your entering administration, the making of an administration order in relation to you or the appointment of a receiver over, or an encumbrancer taking possession of or selling, any of your assets;
- (d) your making an arrangement or composition with your creditors generally or applying to a court of competent jurisdiction for protection from your creditors.

9.4 Upon any termination, any of your indebtedness to us shall become immediately due and payable and we shall be under no further obligation to provide any Services to you.

#### 10. **FORCE MAJEURE**

10.1 Where a Force Majeure Event takes place we shall use our reasonable endeavours to carry out the Services.

10.2 Notwithstanding 10.1 above, if we are prevented, hindered or delayed from or in supplying any Services in accordance with these conditions by a Force Majeure Event we shall notify you as soon as reasonably possible and we may, at our option:

- (a) suspend performance while the Force Majeure Event continues;
- (b) apportion available resources between our clients as we decide;
- (c) terminate any contract so affected with immediate effect by written notice to you;

and we shall not be liable for any loss or damage suffered by you as a result.

10.3 In this condition "**Force Majeure Event**" means an event or circumstance beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes relating to our workforce.

#### 11. **ASSIGNMENT**

You may not assign or transfer, or purport to assign or transfer, any of your rights or obligations under a contract without our prior written consent. We may assign, transfer and/or subcontract the whole or any part of this contract without notice to you.

#### 12. **GOVERNING LAW**

These conditions and any contract made under them shall be governed by and construed in accordance with Virginia law and the courts of Virginia shall have exclusive jurisdiction.

#### 13. **NOTICE AND COMMUNICATIONS**

Any notice, demand or other communication given or made under or in connection with the matters contemplated by these conditions shall be in writing and shall be delivered personally or sent by fax or prepaid air mail (to in our case our registered office from time to time marked for the attention of the Secretary) and shall be deemed to have been duly given or made as follows:

- (a) if personally delivered, upon delivery at the address of the relevant party;
- (b) if sent by air mail, 5 days after the date of posting; and
- (c) if sent by fax, when despatched;

provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next usual business day in the place of receipt.

**CPA GLOBAL<sup>®</sup>**

We agree to the above.

Signed for and on behalf of **Brainchild Surgical Devices LLC**

Danny Sherwinter, 1258 East 22nd Street, Brooklyn, NY 11210

Signature: .....

Name: .....

Position: .....

Date: .....

Signed for and on behalf of **CPA Global Limited**

Liberation House, Castle Street, Jersey, JE1 1BL, Channel Islands.

Signature: .....

Name: .....

Position: .....

Date: .....

## **EXHIBIT B**



## Automatic Patent Renewal Notice

Brainchild Surgical Devices LLC  
Attn: Danny Sherwinter  
1258 East 22nd Street  
Brooklyn, NY 11210  
USA

To protect this intellectual property right the following Patent case will be automatically renewed and you will be invoiced on 28 May 2021.

If you do not wish to renew, please select one option and provide us with your instructions no later than 20 May 2021.

Renewal is subject to our terms and conditions (see page 2), unless otherwise agreed with us.

Total estimated cost to renew this case  
**US\$ 1,200.00**

### What you need to do now

If you do not wish to renew, select one of the options below for the Patent case listed on the following page.

- **Do not pay: Abandon** You no longer require protection for this intellectual property right and intend for it to lapse with the IP Office. We will send you a Removed Cases Status Report and take no further action to maintain this intellectual property right.
- **Do not pay: Other channels** You have arranged for this and all future annuities to be paid by a third party. We will send you a Removed Cases Status Report and take no further responsibility to protect this intellectual property right.
- **Do not pay: Move to next annuity** You have arranged for your attorney or another third party to pay this annuity and you require CPA Global to retain the case on their records for future annuities. Charges may apply if you have selected this option before for this case.

You can enter your instructions using RENEW ([www.ipplatform.com/renewals/](http://www.ipplatform.com/renewals/)) or send us this completed Renewal Notice by email, fax or post.

24 March 2021

Brainchild Surgical Devices LLC

CPA Global account number: 2519551

Account currency: US Dollar

### We are here to help

North America Customer Engagement

Email: [patentrenewals@cpaglobal.com](mailto:patentrenewals@cpaglobal.com)

Phone: Toll free 866 739-2239

Fax: 571 777-9636

CPA Global  
Suite 300, 30200 Telegraph Road  
Bingham Farms  
MI 48025 USA

Please let us know if you would like to:

- learn about RENEW, our online patents and designs portfolio management tool
- receive the information in this document as a data file in the future
- have your cases listed in a different order in the future
- change your contact details

### About CPA Global

CPA Global is the world's leading IP management and technology company. We help IP leaders, teams, innovators and lawyers make more efficient, more profitable decisions every day.

[www.cpaglobal.com](http://www.cpaglobal.com)

Date	CPA Global account number	Client name
24 March 2021	2519551	Brainchild Surgical Devices LLC

## Terms and conditions of supply of CPA Global

### 1. Application

- 1.1 These conditions shall govern and be incorporated into the contract made by CPA Global (us, we and cognate terms) or on our behalf with customers (you) for the administration of intellectual property rights (Services).
- 1.2 The details of the Services that we shall provide to you are set out in our service guide sent to you. We shall be entitled to change the way we provide the Services at any time upon written notice to you.
- 1.3 These conditions shall, subject to condition 1.2, prevail over any terms or conditions contained or referred to in any documents submitted by you or previously submitted by us or in correspondence or elsewhere and shall only be varied or superseded where expressly agreed in writing and signed by an authorised representative of both parties.

### 2. Formation of contract

- 2.1 Subject to condition 2.2, a contract shall arise between us effective from the earlier of: our actual receipt of your instructions to act in accordance with condition 3.1; or receipt of your instructions following a renewal notice issued by us. Acceptance by you of the Services whether by instructions from you to perform or otherwise shall constitute unqualified acceptance of these conditions.
- 2.2 We will notify you where your payment on account is required prior to us being bound to perform the Services. In such cases we must receive full cleared funds into the specified bank account set out in our pro forma invoice at least 10 working days in advance of the first occurring renewal date set out in the relevant renewal notice.

### 3. Instructions

- 3.1 A condition to our providing the Services is that you respond promptly, clearly and completely to any request that we may make for instructions, information, technical data, documents and payment of charges. Instructions shall only be binding on us once they have been confirmed in writing by: letter; or facsimile transmission; or electronic instructions via an authorised CPA system (to which separate conditions may apply); or by an electronic interface approved by us.
- 3.2 Without prejudice to your obligations, if there is a specific deadline for your instructions, we will endeavour to say so when seeking instructions. If you miss a deadline (whether or not we notify you) and/or fail to comply with condition 3.1 we shall have no liability for any loss which may arise and we shall not be under any obligation to take any further steps in relation to your rights. If, at our sole discretion, we take any steps we consider necessary to protect and maintain your intellectual property rights, then you hereby indemnify us for all charges, cost of work done, overheads and disbursements incurred, each of which may include premia and/or special charges to reflect urgency and disruption.

### 4. Agents and other sub-contractors

- 4.1 You agree that we may rely and act upon instructions from your authorised agent should you nominate one, whose details you have supplied to us, until we receive your written signed instructions to the contrary.
- 4.2 In order to provide the Services we shall be entitled to subcontract with entities in the Jurisdictions relevant to the Services or other independent specialist providers. Nothing in this Agreement is intended to give rise to any agency relationship between you and us or create any fiduciary duty. Each party is a principal in the contract for the Services in accordance with these conditions.
- 4.3 You agree that we are not responsible for the compliance of third parties, including without limitation your preferred agent or filing agents, with all applicable anti-bribery, anti-boycott, export control, and financial sanctions laws and regulations.
- 4.4 You acknowledge and agree that where PatentStrength Services are used, any results therein are being provided to you solely for the purpose of making decisions on whether or not to renew maintenance fees, and for no other purpose (and specifically not for purposes of disclosure for purposes of any potential financing, investment or acquisition). Details of PatentStrength Services can be found on [www.cpaglobal.com/patentstrength](http://www.cpaglobal.com/patentstrength).

### 5. Charges

- 5.1 You shall pay the Administration Charge in relation to the Services. This charge relates to the systems and CPA Global personnel that determine which intellectual property rights need to be renewed in which jurisdictions at which point in time.
- 5.2 You shall also pay an Official Charge, which represents the amount we pay to relevant registries in each jurisdiction. This charge may vary from time to time and may be subject to a charge for funds management (as set out in section 5.4).
- 5.3 You shall, where required, also pay a Country Charge. This charge relates to the infrastructure, CPA Global personnel and third parties (where appropriate) required in order to execute a renewal in a particular jurisdiction and may be subject to a charge for funds management (as set out in section 5.4). CPA Global maintains a schedule of applicable Country Charges which may be updated from time to time, a current copy of which is available on request.
- 5.4 If the Official Charge, Country Charge and/or other sums of money require to be converted from one currency into the currency we have agreed with you as your "Account currency", such sums or Charges shall be calculated using our CPA Global rates which include provision for funds management e.g. currency exchange/risk exposure, managing global transactions, credit risk and the financing of renewals payments.
- 5.5 We shall be entitled to charge for any urgent or late charges or other amounts charged by CPA Global as a result of Customer's non-compliance with Clause 3.1 or as a result of Customer's Instructions. In addition CPA shall be entitled to increase the charges once each year by no more than the greater of 5% or the consumer prices index (or equivalent) for the country in which you are domiciled.
- 5.6 On each occasion upon which we send you a renewal notice in relation to the maintenance of a particular intellectual property right we give you our best estimate of the likely total aggregate charges to be payable in respect thereof (including the Service Charge, the Country Charge and the Official Charge) on the basis that the transaction proceeds in an expected and standard manner. Your instruction to us to proceed shall constitute your acceptance of, and agreement to pay such charges and, if applicable, to pay any subsequent supplements thereto that may arise or become appropriate in the light of any unexpected work, change of circumstances or further necessary expenses. We shall submit to you an invoice for the amount of such estimate after your instruction or deemed instruction to us to proceed.
- 5.7 Charges are exclusive of VAT and any other relevant tax or duty payable, if any, and you agree to pay any such sums in addition.
- 5.8 You acknowledge that we are not obliged to pay accumulated annuities or back fees arising in certain countries at the time of grant or acceptance of an application, and it is your responsibility to arrange payment of such fees directly.

### 6. Payment

- 6.1 Other than pursuant to condition 2.2 and unless otherwise mutually agreed in writing, payment of invoices shall be made in full within 60 days from the date that our invoice is issued. Time of payment is of the essence of the contract. We shall be entitled to charge interest on any amounts overdue at the rate of 1% per month or part thereof. We shall be entitled to suspend the supply of Services to you where any amounts are overdue under any contract until all such amounts have been paid.
- 6.2 We shall use reasonable endeavours to accommodate any requests by you to submit invoices via an eBilling system or through a third party provider. If we agree to use your or a third party provider's system, you shall be required to provide us with written notification of: all requirements; any requested subsequent changes in the requirements including content of your current eBilling format; or any change to your eBilling vendor. You acknowledge that given the unique nature of our Services, it may take up to six (6) weeks for the parties to complete implementation which would enable us to transmit invoices via eBilling. You agree that any failure or delay in eBilling arrangements shall not relieve you of your payment obligations, or our right to issue invoices in another agreeable form. In addition, if your eBilling provider charges us royalties or fees for our use of their system, we shall be entitled to increase our charges to the extent necessary to ensure that we receive a net amount equal to the amount we would have received but for such eBilling charges.

- 6.3 If in our opinion your creditworthiness deteriorates before completion of performance of our Services we may require full or partial payment of all or any charges prior to performance or the provision of security by you in a form acceptable to us.

- 6.4 We shall be entitled to offset any amount owing to us from you against any amount owed to you by us. Once we have issued an invoice for Charges we shall have no obligation to refund any of such Charges, under any circumstances, to you. In our sole and absolute discretion (and not as a matter of obligation), we may choose to refund part or all of any Charges, less any amount we consider appropriate to reflect our time, cost and expenses in dealing with such matter.

### 7. Confidentiality

Each party undertakes to the other that it will not use, divulge or communicate to any person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority or pursuant to performance of its obligations under a contract made pursuant hereto, any confidential information relating to the other's business, financial or other affairs which is not in the public domain concerning the other party which may have, or may in future, come to its knowledge under the provisions hereof and each party shall use reasonable endeavours to prevent the publication or disclosure of any such information. This provision shall not apply to information already known to the receiving party prior to its receipt hereunder or which subsequently comes into the public domain or its knowledge other than as a result of a breach hereof.

### 8. Records

- 8.1 We shall maintain records in connection with the Services. Any record which we create in connection with the Services shall be and shall remain our property at all times. We may destroy any related record in respect of any Service performed in respect of a right at any time after the next following renewal of that right.
- 8.2 You shall have access to any of our records in relation to the Services after we have ceased to act for you provided that: such record has not already been destroyed; you have paid all charges then still due to us; and you pay an additional reasonable administration charge.

### 9. Termination

- 9.1 Unless otherwise agreed, either party may terminate our provision of the Services by giving to the other not less than one year's notice in writing expiring at any time.
- 9.2 On or at any time after the occurrence of any of the events in condition 9.3, we may suspend further performance of Services for you and/or terminate any contract with you with immediate effect by written notice to you.
- 9.3 The events are:
- you being in breach of an obligation under a contract with us;
  - you passing a resolution for your winding up or a court of competent jurisdiction making an order for your winding up or dissolution;
  - your entering administration, the making of an administration order in relation to you or the appointment of a receiver over, or an encumbrancer taking possession of or selling, any of your assets;
  - your making an arrangement or composition with your creditors generally or applying to a court of competent jurisdiction for protection from your creditors.
- 9.4 Upon any termination, any of your indebtedness to us shall become immediately due and payable.

### 10. Force majeure

- 10.1 Where a Force Majeure Event takes place we shall use our reasonable endeavours to carry out the Services.
- 10.2 Notwithstanding 10.1 above, if we are prevented from, hindered or delayed in supplying any Services in accordance with these conditions by a Force Majeure Event we shall notify you as soon as reasonably possible and we may, at our option:
- suspend performance while the Force Majeure Event continues;
  - apportion available resources between our customers as we decide;
  - terminate any contract so affected with immediate effect by written notice to you;
- and we shall not be liable for any loss or damage suffered by you as a result.
- 10.3 In this condition Force Majeure Event means an event or circumstance beyond our reasonable control including, without limitation, sanctions or strikes, lockouts and other industrial disputes relating to our workforce.

### 11. Assignment

You may not assign or transfer, or purport to assign or transfer, any of your contractual rights or obligations without our prior written consent. We may assign, transfer and/or subcontract the whole or any part of this contract without notice to you.

### 12. Governing law

The Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance, and the parties submit to the exclusive jurisdiction of with the following law and courts:

- Where your mailing address is located in Europe: the law of England and Wales and the English courts;
- Where your mailing address is located in North America or South America: the law of Virginia and the courts of Virginia; or
- Where your mailing address is located in Asia or Australasia: the law of Singapore and the courts of Singapore.

### 13. Miscellaneous

- 13.1 Nothing in this Agreement shall exclude or limit either party's liability for fraud or fraudulent misrepresentation or for any liability for death or personal injury arising from such party's negligence. You agree that this agreement exclusively governs and controls the rights of the Parties (including any action in tort including negligence) and that all implied warranties and conditions are hereby excluded.
- 13.2 Save for the operational communications referred to in 3.1, a notice given to a Party under or in connection with this Agreement shall be in writing; shall be sent via recorded delivery: i) For the attention of the CFO/GC at CPA Global, Liberation House, Castle Street, St Helier, Jersey, JE1 1BL where notices are sent to CPA; ii) For the attention of the CFO/GC at the address on the page overleaf where notices are sent to Customer. A secondary notice may, in addition, be sent to a Party via email where an email address for each party has been expressly agreed in writing. A notice given under this Agreement is not valid if only sent by email.
- 13.3 Each Party shall, at all times, comply with its respective obligations under all relevant data privacy legislation in relation to any personal data collected or processed in the course of the performance of its obligations under these conditions. The additional Data Protection provisions available at [www.cpaglobal.com/instruct-service-data-protection-annex](http://www.cpaglobal.com/instruct-service-data-protection-annex) shall apply if (i) either party is based within the European Union (EU) or European Economic Area (EEA) or (ii) EU laws apply to a party by virtue of public international law (iii) or the offering of the Services are to individuals who are in the EU or EEA.
- 13.4 No failure to enforce or delay in enforcing any of these conditions shall operate as a waiver of any of them and no partial or single exercise shall prevent any other or future exercise of that or any other right.

Version 4.1\_28 February 2019

Date  
24 March 2021CPA Global account number  
2519551Client name  
Brainchild Surgical Devices LLC

## Automatic Patent Renewal Notice

If you do not wish to renew, please select one option and provide us with your instructions no later than 20 May 2021.

Total estimated cost to renew this case

**US\$ 1,200.00**

### Charges

#### Official Charge\*

This represents the amount we pay to relevant registries in each jurisdiction and which may vary from time to time.

#### Country Charge\*

This charge relates to the infrastructure, CPA Global personnel and third parties (as appropriate) required in order to execute a renewal in a particular jurisdiction. CPA Global maintains a schedule of applicable Country Charges (which may be updated from time to time), a current copy of which is available on request.

#### Administration Charge (also referred to as Service Charge)

This charge relates to the systems and CPA Global personnel that determine which patents need to be renewed in which jurisdictions at which point in time.

\* The Official Charge and Country Charge as well as any other sums of money that may at any time require to be converted from one currency into the currency in which we invoice you will be converted at our rates and are subject to a charge for funds management e.g. managing global transactions, currency risk exposure, credit risk and financing renewal payments.

For more information please refer to your written contract (if applicable), or the terms and conditions in this document or contact us.

**U.S.A.** Patent number **9861356** Renewal date **09 Jul 2021** Annuity **01**

Type	Application number	Expiry date	Proprietor	Estimated cost
Small Entity	14/503648	13 Mar 2036	BRAINCHILD SURGICAL DEVICES LLC	US\$ 1,200.00
Reference			File number	
SUTURING DEVICE AND METHOD	793624		103852-1079734	

#### Notes

If you do not agree that the given entity status is correct, please advise us as soon as possible

Do not pay options: Abandon ☐ Other channels ☐ Move to next annuity ☐

As we may need to clarify your instructions, please complete the following.

Name

Job title

Email

Phone  Date

Signature

## **EXHIBIT C**



## Invoice U205881

Brainchild Surgical Devices LLC  
Attn: Danny Sherwinter  
1258 East 22nd Street  
Brooklyn, NY 11210  
USA

This Invoice has been issued either in line with your contract terms, or in response to renewal instructions, for the following 18 Patent and Design cases.

The costs on this Invoice may differ from the estimated costs in the Renewal Notice due to fluctuations in exchange rates, official charge increases and any applicable late charges.

You should note that interest will be charged on any amounts overdue at the rate of 1% per month or part thereof.

Total amount due  
**US\$ 11,403.24**

You must allow time for your payment to clear by 30 March 2021.

28 February 2021

Brainchild Surgical Devices LLC

CPA Global account number: 2519551

Account currency: US Dollar

### We are here to help

North America Customer Engagement

Email: [patentrenewals@cpaglobal.com](mailto:patentrenewals@cpaglobal.com)

Phone: Toll free 866 739-2239

Fax: 571 777-9636

Operated by

CPA Global

Suite 300, 30200 Telegraph Road

Bingham Farms

MI 48025 USA

Note: Please do not make cheques payable to CPA Global North America LLC.

Please let us know if you would like to:

- learn about RENEW, our online patents and designs portfolio management tool
- receive the information in this document as a data file in the future
- have your cases listed in a different order in the future
- change your contact details

### How to pay this Invoice

Please pay using one of the methods below and provide details of any credit being used.

#### Bank transfer



The transaction reference should include your CPA Global account and invoice number.

#### Cheque

Cheques must be made payable to **CPA Global Limited**. Please reference your CPA Global Account number or Invoice number on the cheque. For convenience, please send cheques to our North American affiliate at the following address for onward provision to CPA Global Limited.

CPA Global  
Suite 300, 30200 Telegraph Road  
Bingham Farms  
MI 48025 USA

Cheques may also be sent directly to CPA Global Limited to the address shown at the foot of this invoice.

### Service location

Please note that CPA Global Limited's renewals service is performed outside of the US. Form W8-BEN is available upon request.

<i>Date</i> 28 February 2021	<i>CPA Global account number</i> 2519551	<i>Client name</i> Brainchild Surgical Devices LLC
---------------------------------	---	---

## Invoice U205881 continued

Total amount due  
**US\$ 11,403.24**

**Charges****Official Charge\***

This represents the amount we pay to relevant registries in each jurisdiction and which may vary from time to time.

**Country Charge\***

This charge relates to the infrastructure, CPA Global personnel and third parties (as appropriate) required in order to execute a renewal in a particular jurisdiction. CPA Global maintains a schedule of applicable Country Charges (which may be updated from time to time), a current copy of which is available on request.

**Administration Charge (also referred to as Service Charge)**

This charge relates to the systems and CPA Global personnel that determine which patents need to be renewed in which jurisdictions at which point in time.

\* The Official Charge and Country Charge as well as any other sums of money that may at any time require to be converted from one currency into the currency in which we invoice you will be converted at our rates and are subject to a charge for funds management e.g. managing global transactions, currency risk exposure, credit risk and financing renewal payments.

For more information please refer to your written contract (if applicable), or the terms and conditions on your Renewal Notice or contact us.

**Canada Patent number 2928615 Renewal date 03 May 2021 Annuity 06**

<i>Invoice item number</i>	<i>Type</i>	<i>Application number</i>	<i>Proprietor</i>	<i>Cost</i>
0001	Large Entity	2928615	BRAINCHILD SURGICAL DEVICES LLC	US\$ 575.02
<i>Reference</i>			<i>File number</i>	
SUTURING DEVICE AND METHOD		795660	103852-1080647	

**Europe Patent application number 17724260.9 Renewal date 09 May 2021 Annuity 05**

<i>Invoice item number</i>	<i>Type</i>	<i>Application number</i>	<i>Proprietor</i>	<i>Cost</i>
0002	Patent	17724260.9	BRAINCHILD SURGICAL DEVICES LLC	US\$ 1,801.58
<i>Reference</i>			<i>File number</i>	
FASCIAL CLOSURE DEVICE		883817	103852-1165209	

**European Union Design number 003122779-0001 Renewal date 11 May 2021 Annuity 06**

<i>Invoice item number</i>	<i>Type</i>	<i>Application number</i>	<i>Proprietor</i>	<i>Cost</i>
0003	Design	003122779-0001	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
<i>Reference</i>			<i>File number</i>	
LAPRO-SHARK DESIGN		795676	103852-1080662	

**European Union Design number 003122779-0002 Renewal date 11 May 2021 Annuity 06**

<i>Invoice item number</i>	<i>Type</i>	<i>Application number</i>	<i>Proprietor</i>	<i>Cost</i>
0004	Design	003122779-0002	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
<i>Reference</i>			<i>File number</i>	
LAPRO-SHARK DESIGN		856772	103852-1080662	

**European Union Design number 003122779-0003 Renewal date 11 May 2021 Annuity 06**

<i>Invoice item number</i>	<i>Type</i>	<i>Application number</i>	<i>Proprietor</i>	<i>Cost</i>
0005	Design	003122779-0003	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
<i>Reference</i>			<i>File number</i>	
LAPRO-SHARK DESIGN		856776	103852-1080662	

Date 28 February 2021 CPA Global account number 2519551 Client name Brainchild Surgical Devices LLC

## Invoice U205881 continued

European Union Design number 003122779-0004 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0006	Design	003122779-0004	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
Reference			File number	
LAPRO-SHARK DESIGN		856777	103852-1080662	

European Union Design number 003122779-0005 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0007	Design	003122779-0005	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
Reference			File number	
LAPRO-SHARK DESIGN		856779	103852-1080662	

European Union Design number 003122779-0006 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0008	Design	003122779-0006	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
Reference			File number	
LAPRO-SHARK DESIGN		856780	103852-1080662	

European Union Design number 003122779-0007 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0009	Design	003122779-0007	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
Reference			File number	
LAPRO-SHARK DESIGN		856782	103852-1080662	

European Union Design number 003122779-0008 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0010	Design	003122779-0008	BRAINCHILD SURGICAL DEVICES LLC	US\$ 609.78
Reference			File number	
LAPRO-SHARK DESIGN		856783	103852-1080662	

Great Britain Design number 90031227790001 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0011	Design	90031227790001	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
Reference			File number	
LAPRO-SHARK DESIGN		944817	103852-1231496	

Great Britain Design number 90031227790002 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0012	Design	90031227790002	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
Reference			File number	
LAPRO-SHARK DESIGN		944992	103852-1231504	

Great Britain Design number 90031227790003 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0013	Design	90031227790003	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
Reference			File number	
LAPRO-SHARK DESIGN		944993	103852-11231505	



<i>Date</i> 28 February 2021	<i>CPA Global account number</i> 2519551	<i>Client name</i> Brainchild Surgical Devices LLC
---------------------------------	---	---

## Invoice U205881 continued

Great Britain Design number 90031227790004 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0014	Design	90031227790004	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
<i>Reference</i> LAPRO-SHARK DESIGN		944994	<i>File number</i> 103852-1231506	

Great Britain Design number 90031227790005 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0015	Design	90031227790005	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
<i>Reference</i> LAPRO-SHARK DESIGN		944995	<i>File number</i> 103852-1231507	

Great Britain Design number 90031227790006 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0016	Design	90031227790006	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
<i>Reference</i> LAPRO-SHARK DESIGN		944996	<i>File number</i> 103852-1231508	

Great Britain Design number 90031227790007 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0017	Design	90031227790007	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
<i>Reference</i> LAPRO-SHARK DESIGN		944997	<i>File number</i> 103852-1231509	

Great Britain Design number 90031227790008 Renewal date 11 May 2021 Annuity 06				
Invoice item number	Type	Application number	Proprietor	Cost
0018	Design	90031227790008	BRAINCHILD SURGICAL DEVICES LLC	US\$ 518.55
<i>Reference</i> LAPRO-SHARK DESIGN		944998	<i>File number</i> 103852-1231510	